

UNITED STATES BANKRUPTCY COURT
DISTRICT OF OREGON

In re) Case No. _____
)
) [ONLY FOR CHAPTER 13 CASES]
) DEBTOR'S ATTORNEY'S DISCLOSURE
) OF COMPENSATION AND ANY
) EMPLOYMENT AGREEMENT, AND
) APPLICATION FOR COMPENSATION,
Debtor(s)) UNDER 11 USC §329 AND FRBP 2016(b)

Debtor's attorney discloses compensation paid or to be paid in the above referenced case. Debtor and debtor's attorney have agreed to attorney compensation (i.e., both fees and costs), and HAVE HAVE NOT (MARK one) entered into an employment agreement. A copy of the employment agreement, if any, is attached hereto.

The applicable schedule for the fee agreement between debtor and debtor's attorney is marked below [MARK ONE SCHEDULE]. If Schedule 1 or Schedule 2 is marked, debtor(s), acting by and through the undersigned counsel, apply to the court for an order authorizing the compensation specified therein.

A total of \$_____ has been paid to me within one year of filing by debtor other (specify)_____, and the balance of compensation will be paid through the plan as funds are available.

SCHEDULE 1: The total compensation request is \$_____ (\$4,500 maximum). This amount represents all compensation for the ENTIRE LIFE OF THE CASE except for appeals or any adversary proceeding.

SCHEDULE 2: Debtor and debtor's attorney have agreed, regarding all services rendered THROUGH CONFIRMATION OF THE PLAN PLUS THE INITIAL AUDIT OF CLAIMS, upon either (MARK one):

- (a) a flat fee (i.e., requiring no itemization) of \$_____ (\$3,250 maximum); or
- (b) an estimated total fee of \$_____. Time records must be kept for all work performed both "pre" and "post" petition. Such records may be requested by the court at any time, and must show the time and rate applied to each service rendered. If the estimated fee is \$3,250 or greater, an itemized statement showing the time and hourly rate applied to each service rendered must be filed with the court not less than one week prior to the final confirmation hearing.

Debtor and debtor's attorney have agreed that post-confirmation services (after the initial audit of claims) will be charged as specified in the attached agreement or, if there is no written agreement, as follows:

SCHEDULE 3: [COMPLETE ONLY IF FEE ARRANGEMENT HAS NOT BEEN PREVIOUSLY DISCLOSED - e.g., new or substitute counsel] Debtor and debtor's attorney have agreed to the fee arrangements specified in the attached agreement or, if there is no written agreement, as follows:

[If the services specified in a previously submitted Schedule 1 or Schedule 2 (through confirmation and the initial audit of claims) were not completed] The debtor, the debtor's former attorney, and the debtor's current attorney have agreed to the following with respect to the former attorney's fees and will apply for any necessary court order for approval:

IMPORTANT:

1. No additional compensation requests will be granted if SCHEDULE 1 is selected, or after a final application is filed if SCHEDULE 2 or SCHEDULE 3 is selected.
2. Supplemental applications for compensation: (a) may only be filed if SCHEDULE 2 or SCHEDULE 3 is selected; (b) will not be considered unless the application is clearly marked as a final compensation application, or unless the supplemental compensation requested is more than \$500 AND at least 6 months have expired since the filing of the case or since the filing of any earlier application; AND (c) must be filed using LBF #1307, including an itemization of all services previously performed for which no previous itemization and application has been filed.

I certify there is no agreement to share compensation with any other person, except with a regular member, partner, or associate of my attorney firm, except as follows (provide details):

I further certify that on _____ a copy of this document was served on the debtor(s), trustee, and U.S. Trustee.

DATED: _____

1305 (4/15/09)

Debtor's Attorney

CHAPTER 13 FEE AGREEMENT

Client(s): Eugene & Bobbi Alwine

Date : 11/09/09

1. ANTICIPATED FEES & COSTS: If you retain Todd Trierweiler & Associates (hereafter "Lawyer") to prepare and file a Chapter 13 case on your behalf, based on the facts that you have reported to the Lawyer to date, the anticipated fees and costs to you will be as follows:

Anticipated Pre-Confirmation Attorney Fees	\$ 3250
Bankruptcy Court Filing Fee	\$ 274.00
	Total \$ 3524

2. PRE-PETITION COST TO FILE CASE: You must pay \$ 674 before the case will be filed. This figure includes the Court filing fee of \$ 274. This "pre-petition" portion of your fees and costs shall be deemed **fully earned upon receipt**.

3. POST-PETITION COST: It is anticipated you will still need to pay \$ 2850 for pre-confirmation services rendered after your petition has been filed. Remaining pre-confirmation attorney fees and costs shall be determined and paid according to one of two options:

☒ (a) Flat fee; the \$ 3250 fee quoted above cover all costs up to and including confirmation of your Chapter 13 case (including the initial audit of claims regardless of timing). Any fees incurred after your case is confirmed will be billed according to the Lawyer's normal hourly rate (currently pursuant to attached schedule which may be amended without notice) and will be paid through your Chapter 13 case from payments you make to your Trustee. Additional post-confirmation attorney fees may extend the length of your plan or increase your monthly payments.

☐ (b) Hourly fee;

The fee indicated above in this paragraph is designed to cover the following services: Preparation and filing of any deficiency petition, schedules and related documents; appearance at the first meeting of creditors and "routine" follow up; appearance at the first confirmation hearing and discharge hearing; initial audit of claims; and all other ordinary and routine pre-confirmation services (services excluded from this estimate include, but are not limited to, any service provided for the purpose of extending the Automatic Stay, defending against Motions for Relief (MFRs) and adversary proceedings, and formally responding to objections to confirmation, exemptions, and discharge). Lawyer will maintain a time record of all legal services provided post-filing and should those charges not exceed the estimated post-petition cost, you will be refunded any unearned money monies prior to case closure. When actual charges exceed the estimated post-filing cost, you will be charged for all additional services provided.

4. **LEGAL SERVICES NOT INCLUDED IN ANTICIPATED ATTORNEYS FEES:** In many cases, additional unanticipated legal services become necessary. Examples of unanticipated legal services include, but are not limited to, litigation and adversary proceedings; motions to dismiss or convert; amendment of schedules or plans; changes to the petition and related documents not caused by our error; voiding judicial liens; and, **all post-confirmation services, including phone calls** (except for the initial audit of claims.) Any legal services not listed in paragraph 3 are not considered anticipated attorney fees and are therefore considered unanticipated attorney fees. Such unanticipated legal services will be billed at the Lawyer's hourly rate and paid via your plan upon approval by the Court. Hourly rates are subject to periodic adjustment to reflect economic conditions and increased experience and expertise in this area of law and may increase from time to time. Legal work shall be billed in minimum six (6) minute increments. Many Chapter 13 cases will include additional unanticipated fees that cannot be accurately predicted at this time, but you will receive ample notice and opportunity to comment on any supplemental fees sought. Please note that unanticipated attorney fees may extend the length of your plan or increase your monthly payments.
5. Client agrees to cooperate with Lawyer to complete all forms requested by Lawyer and to provide Lawyer with all information necessary to enable Lawyer to represent Client's best interests. If Client unreasonably declines to cooperate, or should knowingly provide Lawyer with false or fraudulent information or testify untruthfully in any matter before the Court, Lawyer reserves the right to withdraw upon reasonable and adequate notice or, if necessary, seek leave of the Court to resign.
6. To the extent allowed by law, this agreement authorizes Lawyer to endorse and negotiate any checks that may be sent to Client from any source and, unless otherwise warranted or agreed to by Lawyer, apply funds first to unpaid fees and costs of Lawyer before releasing to Client. If permitted by law, should any party find it necessary to take steps to enforce this Agreement, the costs of doing so, including reasonable attorney fees before trial, at trial, or after appeal, as determined by the court, will be borne individually by each party for that party's own attorney fees. Any provision of this agreement may be found to be invalid without voiding the entire agreement. When Lawyer has completed all the legal work necessary for Client's case, Lawyer will close Lawyer's file and return original documents to Client. Lawyer will then store the file for ten (10) years before destroying it.
7. **MISCELLANEOUS PROVISIONS:**
- a. There is a court cost of \$26 to list additional creditors after filing a petition. This charge applies each time you file an Amended Schedule (so if possible, be sure to consolidate your changes as much as possible) - **and must be paid in certified funds directly to Lawyer before the amendment will be filed.** In addition, there can be attorney/paralegal fees incurred in the preparation and filing of any amendments. Any such attorney/paralegal fees (once court approved) shall be collected via your Chapter 13 Plan.

b. In addition to correspondence by US Mail, Client consents to retrieve communications from Lawyer via email and/or fax and concedes the confidentiality of such correspondence.

c. This Agreement and terms herein are valid for ninety (90) days from date of signing. If no case has been filed within those 90 days, Lawyer reserves the right to revoke and/or revise the Agreement and terms of representation (including, but not limited to, attorney fees) as allowed by law and state disciplinary rules.

BANKRUPTCY COURT REPRESENTATION ONLY

You, (the "Client") understand and agree that LAWYER is agreeing to represent you only in the United States Bankruptcy Court for the District of Oregon. Thus, LAWYER does not and shall not represent you in any way in any matter requiring an appearance of any kind in any court other than the United States Bankruptcy Court for the District of Oregon.

Client acknowledges reading a copy of this Agreement and consents to its terms.

DATED: 11/09/09

/s/ Eugene Tyrone Alwine
CLIENT

/s/ Todd Trierweiler
ATTORNEY

/s/ Bobbi Lee Alwine
CLIENT

forms/letters/chapter13/ch13attorneyfeeagreement.REVISED 6/26/08